

# CALIFORNIA STATE UNIVERSITY, LONG BEACH RESEARCH FOUNDATION INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the City of Long Beach, County of Los Angeles, between \_\_\_\_\_ hereinafter referred to as "**Contractor**" and the California State University, Long Beach Research Foundation, hereinafter referred to as "**Research Foundation**."

## **ARTICLE 1. TERM OF CONTRACT**

**Section 1.01.** The term of this Agreement shall be from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ inclusive unless terminated in accordance with the provisions of Article 7 of this Agreement.

## **ARTICLE 2. COMPENSATION**

**Section 2.01.** In consideration for the services to be performed by Contractor as outlined in Section 4.01, Research Foundation agrees to pay Contractor an amount not to exceed (fill in dollar amount below): \_\_\_\_\_ (\$ \_\_\_\_\_).

### **Section 2.02. - Invoices**

Contractor shall submit detailed invoices for all services rendered. Contractor shall provide the Research Foundation with a completed Form W-9 upon submission of Contractor's first invoice.

### **Section 2.03. - Expenses**

Contractor shall be responsible for all costs and expenses incidental to the performance of services for Research Foundation, including but not limited to, all costs of equipment provided by Contractor, all employee, agent, and subcontractor costs, all fees, fines, licenses, bonds, or taxes required or imposed against Contractor or Contractor's employees, agents or subcontractors and all other of Contractor's costs of doing business. Research Foundation shall not be responsible for any expenses incurred by the Contractor in the performance of services under this Agreement.

## **ARTICLE 3. INDEPENDENT CONTRACT STATUS**

**Section 3.01.** It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Research Foundation. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Research Foundation and Contractor, or between Research Foundation and any employee, agent or subcontractor of Contractor. Both parties acknowledge that Contractor and any employees, agents or subcontractors of Contractor are not employees of Research Foundation for any reason including state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## **ARTICLE 4. SERVICES TO BE PERFORMED BY CONTRACTOR**

**Section 4.01.** Contractor agrees to perform the following service(s): (Indicate below if a description of services is attached.)  
\_\_\_\_\_  
\_\_\_\_\_

### **Section 4.02. - Method of Performing Services**

Contractor will determine the method, details, and means of performing the above-described services. Research Foundation shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

### **Section 4.03. - Employees Agent and Subcontractors**

Contractor may, at Contractor's expense, utilize employees, agents or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Research Foundation may not control, direct, or supervise Contractor's employees, agents or subcontractors in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these employees, agents and subcontractors and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

### **Section 4.04. - Place of Work**

Unless significant to the performance of services described in Section 4.01, Contractor shall perform the services required by this Agreement at any place or location and at such times as Contractor shall determine.

## **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

### **Section 5.01. - Tools and Instruments**

Contractor will supply all tools and instruments required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from Research Foundation.

### **Section 5.02. - Non-discrimination/Affirmative Action**

Contractor agrees to maintain a work environment free of discriminatory practices and to comply with all applicable federal, state and local nondiscrimination/affirmative action laws.

### **Section 5.03. - Drug-Free Workplace**

Contractor agrees to maintain a drug-free workplace and remain in compliance with the Drug-Free Workplace Act of 1988, and any subsequent amendments thereto.

### **Section 5.04. - Americans with Disabilities**

Contractor agrees to remain in compliance with the Americans with Disabilities Act of 1990, and any subsequent amendments thereto.

### **Section 5.05. - Work Made for Hire/Assignment of all Rights, Title and Interest including Tangible and Intangible Rights**

Contractor acknowledges that the work product and results of any of the services or work provided pursuant to this Agreement and all intellectual property elements of it ("Work"), are produced, specially ordered, and commissioned at the request and direction of Research Foundation and shall be considered a "work-made-for-hire" for Research Foundation. Research Foundation shall own all worldwide right title and interest in the Work including but not limited to its intellectual property rights and all other rights attendant thereto, including but not limited to the rights of copyright, patent or trademark. To the extent required by law in any jurisdiction, to the extent that this Agreement cannot be deemed to create a Work Made For Hire, then Contractor herein makes a full and irrevocable assignment to Research Foundation of any rights, including tangible and intangible rights (including but not limited to, Copyright, Patent, Trademark, Trade Secret or other intellectual property rights) that Contractor would otherwise have in or to the Work and to any exploitation of the Work. Contractor agrees to execute any further documents at a reasonable time and place as required by the law to perfect the ownership and registration by Research Foundation in the Work.

### **Section 5.06. - Non-disclosure**

Neither Contractor nor employees, agents or subcontractors thereof shall disclose to persons or entities outside of Research Foundation any information, not a matter of public record, which is received by Contractor by reason of this Agreement unless specified by this Agreement. Further, neither Contractor nor employees, agents or subcontractors thereof shall utilize the aforementioned information for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether or not the Agreement is in effect at the time such gain is realized.

### **Section 5.07. - Workers' Compensation/Liability Insurance**

Contractor agrees to provide sufficient workers' compensation insurance and/or appropriate liability insurance for Contractor's employees, agents and subcontractors and agrees to hold harmless and indemnify Research Foundation for any and all claims arising in any manner out of any injury, disability or death of any of Contractor's employees, agents, or subcontractors.

**Section 5.08. – Indemnification**

Contractor shall indemnify, hold harmless and defend the State of California, Trustees of the California State University, California State University, Long Beach, the California State University, Long Beach Research Foundation, the 49er Foundation, and all officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expense, costs of every nature, and causes of action including claims of infringement of copyrights or property rights arising out of or in any connection with the performances described above.

**Section 5.09. – Assignment**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without prior written consent of Research Foundation. All subcontractors shall be approved in advance by Research Foundation.

**Section 5.10. - State and Federal Taxes**

As neither Contractor nor Contractor’s employees, agents or subcontractors are employees of Research Foundation, Contractor is responsible for paying all required state and federal taxes. Therefore (although not limited to) the following conditions apply:

- Research Foundation will not withhold FICA (Social Security) from the Contractor’s payments;
- Research Foundation will not make state or federal unemployment insurance contributions on behalf of Contractor;
- Research Foundation will not withhold state or federal income tax from payment to Contractor (**See Note**);
- Research Foundation will not make disability insurance contributions on behalf of Contractor;
- Research Foundation will not obtain workers compensation insurance on behalf of Contractor.

**NOTE:** The amount of compensation described in Section 2.01 may be reduced by any applicable federal or state income taxes that are required to be withheld by the Research Foundation in accordance with Internal Revenue Service and California Franchise Tax Board rules and regulations. The Contractor agrees to furnish the Research Foundation with any required tax information in order for the Research Foundation to determine whether federal or state taxes are required to be withheld.

**ARTICLE 6. OBLIGATIONS OF RESEARCH FOUNDATION**

**Section 6.01. – Cooperation**

Research Foundation agrees to comply with all reasonable requests (as determined reasonable by Research Foundation) of Contractor and provide access to all documents that Research Foundation deems necessary to the performance of Contractor’s duties under this Agreement.

**ARTICLE 7. TERMINATION OF AGREEMENT**

**Section 7.01.** Either Research Foundation or Contractor may terminate performance under this Agreement at any time by notifying the other party in writing at least seven (7) days in advance of the effective date of termination specified in the notice. Research Foundation’s obligation for payment for services provided by the Contractor shall be limited to those services (as described in Section 4.01) performed prior to the termination date.

**ARTICLE 8. GENERAL PROVISIONS**

**Section 8.01. – Notices**

Any notices to be given hereunder by either party to the other may be effected in writing by personal delivery or by mail. Mailed notices shall be addressed to the parties at the addresses appearing on the last page of this Agreement, but each party may change the address by written notice in accordance with this paragraph.

**Section 8.02. - Entire Agreement of the Parties**

This Agreement supersedes any and all agreements, either oral or in writing, between the parties with respect to the rendering of these services referred to in Schedule A by Contractor to Research Foundation and shall be considered the Agreement in its entirety. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

**Section 8.03. - Partial Invalidity**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and be binding on the parties.

**Section 8.04. - Arbitration of Disputes**

The parties agree that any controversy or claim arising out of or relating to this Agreement or breach of this Agreement shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Arbitration shall be the exclusive forum for the resolution of any controversies, claims, or disputes arising out of or relating to this Agreement, including issues related to the classification of the individual as an Independent Contractor. The neutral arbitrator shall be jointly chosen by both parties either from a list of arbitrators supplied by the American Arbitration Association, or an alternate source by agreement of the parties. The decision of the arbitrator, including determination of the amount of damages suffered, if any, shall be exclusive, final and binding on the parties. The arbitrator shall only have the authority to award traditional contract remedies, and any award shall not exceed the maximum value of this Agreement. Each party shall be solely and exclusively responsible for its costs of arbitrating any dispute, with the sole exception of the fee of the arbitrator, the record or transcript of the arbitration, and the cost of the facilities for the arbitration, which shall be borne equally by both parties.

**Section 8.05. - Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Is the Contractor a United States citizen or Permanent Resident? Yes No Form 204 (W-9): Attached On file

<p><b>CONTRACTOR:</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contractor Signature: _____ Date: _____</p> <p>Social Security # or Taxpayer ID: _____</p> <p>Project Director Name (Print): _____</p> <p>Project Director Signature: _____ Date: _____</p>	<p><b>RESEARCH FOUNDATION:</b></p> <p>CSULB Research Foundation 6300 State University Drive, Suite 332 Long Beach, CA 90815</p> <p>_____</p> <p><b>Research Foundation Signature</b> _____ <b>Date</b> _____</p> <p>_____</p> <p>Research Foundation Program/Project Name</p> <p>_____</p> <p><b>Chartfield Info – Fund/Dept/Project#/Program(as applicable)</b></p>
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<b>RESEARCH FOUNDATION USE ONLY</b>		
ORSP Allowability approved by Print: _____	Sign: _____	Date: _____